

Eric J. Knapp (State Bar No. 214352)
EKnapp@winston.com
Troy M. Yoshino (State Bar No. 197850)
TYoshino@winston.com
WINSTON & STRAWN LLP
101 California Street
San Francisco, CA 94111
Telephone: (415) 591-1425
Facsimile: (415) 591-1400

Attorneys for Defendant
Mercedes-Benz USA, LLC

[additional counsel listed on signature block]

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LENA JAMIL, SAMAAL
ROBERSON, SHIDEH
KHABAZIAN, AND ALAN
RADTKE, On Behalf Of Themselves
And All Others Similarly Situated,

Plaintiffs,

v.

MERCEDES-BENZ USA, LLC

Defendant.

Case No. 2:22-cv-08130-FLA-AFM

STIPULATED PROTECTIVE ORDER¹

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer

¹ This Stipulated Protective Order is based substantially on the model protective order provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

1 blanket protections on all disclosures or responses to discovery and that the protection
2 it affords from public disclosure and use extends only to the limited information or items
3 that are entitled to confidential treatment under the applicable legal principles.

4 B. GOOD CAUSE STATEMENT

5 This action is likely to involve trade secrets, customer and pricing lists and other
6 valuable research, development, commercial, financial, technical and/or proprietary
7 information for which special protection from public disclosure and from use for any
8 purpose other than prosecution of this action is warranted. Such confidential and
9 proprietary materials and information consist of, among other things, confidential
10 business or financial information, information regarding confidential business practices,
11 or other confidential research, development, or commercial information (including
12 information implicating privacy rights of third parties), information otherwise generally
13 unavailable to the public, or which may be privileged or otherwise protected from
14 disclosure under state or federal statutes, court rules, case decisions, or common law.
15 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
16 disputes over confidentiality of discovery materials, to adequately protect information
17 the parties are entitled to keep confidential, to ensure that the parties are permitted
18 reasonable necessary uses of such material in preparation for and in the conduct of trial,
19 to address their handling at the end of the litigation, and serve the ends of justice, a
20 protective order for such information is justified in this matter. It is the intent of the
21 parties that information will not be designated as confidential for tactical reasons and
22 that nothing be so designated without a good faith belief that it has been maintained in
23 a confidential, non-public manner, and there is good cause why it should not be part of
24 the public record of this case.

25 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
26 SEAL

27 The parties further acknowledge, as set forth in Section 12.3, below, that this
28 Stipulated Protective Order does not entitle them to file confidential information under

1 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
2 standards that will be applied when a party seeks permission from the court to file
3 material under seal.

4 There is a strong presumption that the public has a right of access to judicial
5 proceedings and records in civil cases. In connection with non-dispositive motions,
6 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
7 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
8 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*,
9 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good
10 cause showing), and a specific showing of good cause or compelling reasons with
11 proper evidentiary support and legal justification, must be made with respect to
12 Protected Material that a party seeks to file under seal. The parties' mere designation of
13 Disclosure or Discovery Material as CONFIDENTIAL does not— without the
14 submission of competent evidence by declaration, establishing that the material sought
15 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—
16 constitute good cause.

17 Further, if a party requests sealing related to a dispositive motion or trial, then
18 compelling reasons, not only good cause, for the sealing must be shown, and the relief
19 sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*
20 *v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type
21 of information, document, or thing sought to be filed or introduced under seal in
22 connection with a dispositive motion or trial, the party seeking protection must
23 articulate compelling reasons, supported by specific facts and legal justification, for the
24 requested sealing order. Again, competent evidence supporting the application to file
25 documents under seal must be provided by declaration.

26 Any document that is not confidential, privileged, or otherwise protectable in its
27 entirety will not be filed under seal if the confidential portions can be redacted. If
28 documents can be redacted, then a redacted version for public viewing, omitting only

1 the confidential, privileged, or otherwise protectable portions of the document, shall be
2 filed. Any application that seeks to file documents under seal in their entirety should
3 include an explanation of why redaction is not feasible.

4 **2. DEFINITIONS**

5 2.1 Action: *Lena Jamil v. Mercedes-Benz USA, LLC*, Case No. 2:22-cv-08130-
6 FLA-AFM

7 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
8 information or items under this Order.

9 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how
10 it is generated, stored or maintained) or tangible things that qualify for protection under
11 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
12 Statement.

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
14 support staff).

15 2.5 Designating Party: a Party or Non-Party that designates information or
16 items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

17 2.6 Disclosure or Discovery Material: all items or information, regardless of
18 the medium or manner in which it is generated, stored, or maintained (including, among
19 other things, testimony, transcripts, and tangible things), that are produced or generated
20 in disclosures or responses to discovery in this matter.

21 2.7 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
23 expert witness or as a consultant in this Action.

24 2.8 House Counsel: attorneys who are employees of a party to this Action.
25 House Counsel does not include Outside Counsel of Record or any other outside
26 counsel.

27 2.9 Non-Party: any natural person, partnership, corporation, association or
28 other legal entity not named as a Party to this action.

1 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
2 this Action but are retained to represent or advise a party to this Action and have
3 appeared in this Action on behalf of that party or are affiliated with a law firm that has
4 appeared on behalf of that party, and includes support staff.

5 2.11 Party: any party to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 2.13 Professional Vendors: persons or entities that provide litigation support
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
13 their employees and subcontractors.

14 2.14 Protected Material: any Disclosure or Discovery Material that is
15 designated as "CONFIDENTIAL."

16 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
17 from a Producing Party.

18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only
20 Protected Material (as defined above), but also (1) any information copied or extracted
21 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
22 Protected Material; and (3) any testimony, conversations, or presentations by Parties
23 or their Counsel that might reveal Protected Material.

24 Any use of Protected Material at trial shall be governed by the orders of the trial
25 judge. This Order does not govern the use of Protected Material at trial.

26 4. DURATION

27 Once a case proceeds to trial, information that was designated as
28 CONFIDENTIAL or maintained pursuant to this protective order used or introduced

1 as an exhibit at trial becomes public and will be presumptively available to all
2 members of the public, including the press, unless compelling reasons supported by
3 specific factual findings to proceed otherwise are made to the trial judge in advance of
4 the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing
5 for sealing documents produced in discovery from “compelling reasons” standard
6 when merits-related documents are part of court record). Accordingly, the terms of
7 this protective order do not extend beyond the commencement of the trial as to
8 CONFIDENTIAL documents used or introduced as exhibits at trial.

9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Exercise of Restraint and Care in Designating Material for Protection.
11 Each Party or Non-Party that designates information or items for protection under this
12 Order must take care to limit any such designation to specific material that qualifies
13 under the appropriate standards. Except in the case of electronically stored information
14 (“ESI”), the Designating Party must designate for protection only those parts of
15 material, documents, items or oral or written communications that qualify so that other
16 portions of the material, documents, items or communications for which protection is
17 not warranted are not swept unjustifiably within the ambit of this Order.

18 Mass, indiscriminate or routinized designations are prohibited. Designations that
19 are shown to be clearly unjustified or that have been made for an improper purpose
20 (e.g., to unnecessarily encumber the case development process or to impose
21 unnecessary expenses and burdens on other parties) may expose the Designating Party
22 to sanctions.

23 If it comes to a Designating Party’s attention that information or items that it
24 designated for protection do not qualify for protection, that Designating Party must
25 promptly notify all other Parties that it is withdrawing the inapplicable designation.

26 5.2 Manner and Timing of Designations. Except as otherwise provided in this
27 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
28 or ordered, Disclosure or Discovery Material that qualifies for protection under this

1 Order must be clearly so designated before the material is disclosed or produced.

2 Designation in conformity with this Order requires:

3 (a) for information in documentary form (e.g., paper or electronic documents,
4 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
5 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
6 “CONFIDENTIAL legend”), to each page that contains protected material. With the
7 exception of ESI, if only a portion or portions of the material on a page qualifies for
8 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
9 by making appropriate markings in the margins).

10 A Party or Non-Party that makes original documents available for inspection
11 need not designate them for protection until after the inspecting Party has indicated
12 which documents it would like copied and produced. During the inspection and before
13 the designation, all of the material made available for inspection shall be deemed
14 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
15 copied and produced, the Producing Party must determine which documents, or portions
16 thereof, qualify for protection under this Order. Then, before producing the specified
17 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
18 that contains Protected Material. With the exception of ESI, if only a portion or portions
19 of the material on a page qualifies for protection, the Producing Party also must clearly
20 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

21 (b) for testimony given in deposition or in other pretrial or trial proceedings,
22 that the Designating Party identifies on the record all protected testimony, or in the case
23 of depositions, notify all Parties in writing of the page and line numbers of the testimony
24 deemed to be “CONFIDENTIAL” within fifteen (15) days of the deposition transcript
25 becoming available.

26 (c) for information produced in some form other than documentary and for
27 any other tangible items, that the Producing Party affix in a prominent place on the
28 exterior of the container or containers in which the information is stored the legend

1 “CONFIDENTIAL.” If only a portion or portions of the information warrants
 2 protection, the Producing Party, to the extent practicable, shall identify the protected
 3 portion(s).

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 5 failure to designate qualified information or items does not, standing alone, waive the
 6 Designating Party’s right to secure protection under this Order for such material. Upon
 7 timely correction of a designation, the Receiving Party must make reasonable efforts to
 8 assure that the material is treated in accordance with the provisions of this Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 11 designation of confidentiality at any time that is consistent with the Court’s Scheduling
 12 Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 14 resolution process under Local Rule 37-1 et seq.

15 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint
 16 stipulation pursuant to Local Rule 37-2.

17 6.4 The burden of persuasion in any such challenge proceeding shall be on the
 18 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
 19 to harass or impose unnecessary expenses and burdens on other parties) may expose the
 20 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
 21 the confidentiality designation, all parties shall continue to afford the material in
 22 question the level of protection to which it is entitled under the Producing Party’s
 23 designation until the Court rules on the challenge.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 26 disclosed or produced by another Party or by a Non-Party in connection with this Action
 27 only for prosecuting, defending or attempting to settle this Action. Such Protected
 28 Material may be disclosed only to the categories of persons and under the conditions

1 described in this Order. When the Action has been terminated, a Receiving Party must
2 comply with the provisions of section 13 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Order.

6 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
7 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
8 may disclose any information or item designated "CONFIDENTIAL" only to:

9 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to
11 disclose the information for this Action;

12 (b) the officers, directors, and employees (including House Counsel) of the
13 Receiving Party to whom disclosure is reasonably necessary for this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom
15 disclosure is reasonably necessary for this Action and who have signed the
16 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and Professional
20 Vendors to whom disclosure is reasonably necessary for this Action and who have
21 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

22 (g) the author or recipient of a document containing the information or a
23 custodian or other person who otherwise possessed or knew the information;

24 (h) during their depositions, witnesses, and attorneys for witnesses, in the
25 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
26 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
27 not be permitted to keep any confidential information unless they sign the
28 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed

1 by the Designating Party or ordered by the court. Pages of transcribed deposition
2 testimony or exhibits to depositions that reveal Protected Material may be separately
3 bound by the court reporter and may not be disclosed to anyone except as permitted
4 under this Stipulated Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel,
6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 7.3 Limitations on Retention of Materials. No person under Paragraph 7.2(f)
8 shall be permitted to retain Protected Material nor be allowed to make notes of their
9 contents unless the Court, upon motion by the party seeking retention or note taking,
10 allows for such retention or note-taking or unless the producing party authorizes such
11 retention or note taking. Experts and consultants employed to assist in this litigation
12 may retain Protected Material during the litigation and may make notes, which shall be
13 governed by this Order and which shall be destroyed at the conclusion of this litigation.

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
15 OTHER LITIGATION

16 If a Party is served with a subpoena or a court order issued in other litigation that
17 compels disclosure of any information or items designated in this Action as
18 “CONFIDENTIAL,” that Party must:

19 (a) promptly notify in writing the Designating Party. Such notification shall
20 include a copy of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or order to
22 issue in the other litigation that some or all of the material covered by the subpoena or
23 order is subject to this Protective Order. Such notification shall include a copy of this
24 Stipulated Protective Order; and

25 (c) cooperate with respect to all reasonable procedures sought to be pursued
26 by the Designating Party whose Protected Material may be affected.

27 If the Designating Party timely seeks a protective order, the Party served with the
28 subpoena or court order shall not produce any information designated in this action as

1 “CONFIDENTIAL” before a determination by the court from which the subpoena or
2 order issued, unless the Party has obtained the Designating Party’s permission. The
3 Designating Party shall bear the burden and expense of seeking protection in that court
4 of its confidential material and nothing in these provisions should be construed as
5 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
6 from another court.

7 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
8 IN THIS LITIGATION

9 (a) The terms of this Order are applicable to information produced by a Non-
10 Party in this Action and designated as “CONFIDENTIAL.” Such information produced
11 by Non-Parties in connection with this litigation is protected by the remedies and relief
12 provided by this Order. Nothing in these provisions should be construed as prohibiting
13 a Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to
15 produce a Non-Party’s confidential information in its possession, and the Party is
16 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential
17 information, then the Party shall:

18 (1) promptly notify in writing the Requesting Party and the Non-Party
19 that some or all of the information requested is subject to a confidentiality agreement
20 with a Non-Party;

21 (2) promptly provide the Non-Party with a copy of the Stipulated
22 Protective Order in this Action, the relevant discovery request(s), and a reasonably
23 specific description of the information requested; and

24 (3) make the information requested available for inspection by the Non-
25 Party, if requested.

26 (c) If the Non-Party fails to seek a protective order from this court within 14
27 days of receiving the notice and accompanying information, the Receiving Party may
28 produce the Non-Party’s confidential information responsive to the discovery request.

1 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
2 any information in its possession or control that is subject to the confidentiality
3 agreement with the Non-Party before a determination by the court. Absent a court order
4 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
5 in this court of its Protected Material.

6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
10 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
11 all unauthorized copies of the Protected Material, (c) inform the person or persons to
12 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
13 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
14 that is attached hereto as Exhibit A.

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other protection,
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
21 may be established in an e-discovery order that provides for production without prior
22 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
23 parties reach an agreement on the effect of disclosure of a communication or
24 information covered by the attorney-client privilege or work product protection, the
25 parties may incorporate their agreement in the stipulated protective order submitted to
26 the court.

27 12. MISCELLANEOUS

28 12.1 Right to Further Relief. Nothing in this Order abridges the right of any

1 person to seek its modification by the Court in the future.

2 12.2 Right to Assert Other Objections. By stipulating to the entry of this
3 Protective Order, no Party waives any right it otherwise would have to object to
4 disclosing or producing any information or item on any ground not addressed in this
5 Stipulated Protective Order. Similarly, no Party waives any right to object on any
6 ground to use in evidence of any of the material covered by this Protective Order.

7 12.3 Filing Protected Material. A Party that seeks to file under seal any
8 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
9 only be filed under seal pursuant to a court order authorizing the sealing of the specific
10 Protected Material at issue. If a Party's request to file Protected Material under seal is
11 denied by the court, then the Receiving Party may file the information in the public
12 record unless otherwise instructed by the court.

13 13. FINAL DISPOSITION

14 After the final disposition of this Action, as defined in paragraph 4, within 60
15 days of a written request by the Designating Party, each Receiving Party must return all
16 Protected Material to the Producing Party or destroy such material. As used in this
17 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
18 summaries, and any other format reproducing or capturing any of the Protected
19 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
20 must submit a written certification to the Producing Party (and, if not the same person
21 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
22 category, where appropriate) all the Protected Material that was returned or destroyed
23 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
24 compilations, summaries or any other format reproducing or capturing any of the
25 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
26 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
27 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
28 work product, and consultant and expert work product, even if such materials contain

1 Protected Material. Any such archival copies that contain or constitute Protected
2 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

3 14. VIOLATION

4 Any violation of this Order may be punished by appropriate measures including,
5 without limitation, contempt proceedings and/or monetary sanctions.

6
7
8
9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
10
11
12

13 DATED: May 4, 2023

WINSTON & STRAWN LLP

14 By: /s/ Eric J. Knapp
15 Eric J. Knapp (State Bar No. 214352)
16 EKnapp@winston.com
17 Troy M. Yoshino (State Bar No. 197850)
18 TYoshino@winston.com
19 101 California Street
20 San Francisco, CA 94111
21 Telephone: (415) 591-1425
22 Facsimile: (415) 591-1400

*Attorneys for Defendant
Mercedes-Benz USA, LLC*

23 DATED: May 4, 2023

THE KATRIEL LAW FIRM, P.C.

24 By: /s/ Roy A. Katriel
25 Roy A. Katriel (SBN 265463)
26 2262 Carmel Valley Rd., Suite 201
27 Del Mar, CA 92014
28 Telephone: (619) 363-3333
Facsimile: (866) 832-5852
e-mail: rak@katriellaw.com

1 Ralph B. Kalfayan (SBN 133464)
2 **THE KALFAYAN LAW FIRM, APC**
3 2262 Carmel Valley Road, Suite 200
4 Del Mar, CA 92014
5 Telephone: (619) 232-0331
6 e-mail: ralph@rbk-law.com

*Counsel for Plaintiffs and the Proposed
Class*

7 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

8
9 DATED: 5/13/2023

10 
11

12 HON. ALEXANDER F. MACKINNON
13 United States Magistrate Judge
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that I
 have read in its entirety and understand the Stipulated Protective Order that was issued
 by the United States District Court for the Central District of California on [date] in the
 case of *Lena Jamil v. Mercedes-Benz USA, LLC*, Case No. 2:22-cv-08130-FLA-AFM.
 I agree to comply with and to be bound by all the terms of this Stipulated Protective
 Order and I understand and acknowledge that failure to so comply could expose me to
 sanctions and punishment in the nature of contempt. I solemnly promise that I will not
 disclose in any manner any information or item that is subject to this Stipulated
 Protective Order to any person or entity except in strict compliance with the provisions
 of this Order. I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this
 action. I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with this
 action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____